



**CITY OF MARTINSVILLE
REQUEST FOR PROPOSALS
MARKET DEMAND STUDY**

The City of Martinsville, Virginia

June 2, 2021 – Uptown Artisan Center

The City of Martinsville ("The CITY") has the opportunity to redevelop existing space to create a destination Artisan Center that will support entrepreneurship, reflect the "maker" heritage of the region, and drive investment in the Uptown District. In collaboration with Uptown Partnership, a 501(c)3 organization, the CITY is conducting a Financial Feasibility Study with grant funding from the Department of Housing & Community Development ("DHCD") for the property located at 47-49 Ford Street and 29 East Main Street, which will include a market demand study.

The purpose of this Request for Proposals (RFP) is the procurement of professional consulting services to be performed under the above-referenced DHCD grant funding to support the market demand analysis for the regional artisan center's feasibility study.

**THE CITY will receive proposals until:
3:00 p.m. on June 21, 2021**

Submittals must be delivered to Mr. Zach Morris, Purchasing Manager, and delivered by parcel post or hand delivery to:

**The City of Martinsville
990 Fishel Street
Martinsville, VA 24112**

Electronic versions should be emailed to zmorris@ci.martinsville.va.us.

Submittals received after the above time and date will not be considered and will be returned to the Offeror unopened.

All inquiries regarding proposal format or submittal procedures shall be directed to Zach Morris via email: zmorris@ci.martinsville.va.us No other contacts with the City of Martinsville shall be made during the solicitation period.

SPECIFICATIONS
UPTOWN MARTINSVILLE ARTISAN CENTER
MARKET DEMAND STUDY

I. INTRODUCTION

The CITY, in collaboration with local non-profit Uptown Partnership and other regional partners, is seeking submittals of qualifications from individuals or firms to develop a market demand study to support the new Artisan Center feasibility study funded by the DHCD.

II. PROJECT OVERVIEW

Past Projects:

In 2007, the Harvest Foundation, in partnership with Piedmont Arts Association (PAA), commissioned a preliminary feasibility report for an arts redevelopment strategy for Martinsville and Henry County. The ArtSpace Report found that Martinsville and the surrounding area was well suited and positioned to employ an arts redevelopment strategy as part of its economic development efforts. In the same year, PAA opened The Steel Plant, which later became Studio 107 and moved locations in 2009. In 2005, Patrick Henry Community College (PHCC) also opened their Artisan Center in Uptown Martinsville. Both PAA and PHCC suspended operations of their artisan centers for financial reasons within the last decade. Studio 107 continues to operate today independently as a working space in the Uptown District for local artists and artisans.

New Concept & Strategy:

The CITY is working in close collaboration with community partners including Uptown Partnership to determine the feasibility of this project. Uptown Partnership has developed a steering committee to move the project forward, pending the findings and outcome of the financial feasibility study.

The space proposed for the new regional artisan center is the property adjoined to 47-49 Ford Street and the property at 29 East Main Street in Uptown Martinsville. The warehouse has at least 5 roll-up bays, a parking lot nearby and is surrounded by an alley system that is 16-30 feet wide, which could provide for a European-style pedestrian mall experience. Additionally, the storefronts surrounding the building are 100% intact, with opportunities for café dining, boutique shops, additional craft-spaces, and upper story artist lofts.

Artisans identified for the artisan center will largely depend on the outcome of the market demand study, but should include arts and crafts styles native to the region including furniture making and textiles. Other potential styles could include high-end crafts like glass blowing, painting, pottery, metal-crafting, coopering, jewelry, quilting, saddlery or other leathercrafts, tile-makers, stained glass, photography, papermakers, clockmaker, cobbler or rugmaker.

The new artisan center envisioned by the CITY and Uptown Partnership would need to differentiate itself from previous artisan centers in the area through:

- 1) recruitment of professional artists/artisans to the area, including the eventual development of an "Artist-in-Residence" program;
- 2) redefined and expanded target market of consumers;
- 3) entrepreneurial support for resident artists/artisans (entrepreneurship/small business development and training; retail support; ecommerce support/training);
- 4) "turn key" studio space support (equipment, lighting furniture);
- 5) innovative branding, marketing and promotion;
- 6) comprehensive programming, to include educational and training opportunities for tourists and students, and implementation of apprenticeships to support workforce development.

III. SCOPE OF WORK

In carrying out the study, services/tasks should include, but are not limited to, the following:

Consumer/Market Demand study: Determine who the consumers are that are likely to visit the Artisan Center, what good and services they want, what level of consumption is realistic. This part of the study should result in a visitor/consumer profile of travelers most likely to visit the Artisan Center.

i. Demographic, consumer, and related data analysis. Among other resources, the firm(s) will be encouraged to review the tourism consumer data available from the Virginia Tourism Corporation, and data from surrounding states including North Carolina, South Carolina, Tennessee and Kentucky.

ii. Market survey(s)

iii. Market demand for different handmade goods and artisan styles;

iv. Market demand for programming (classes, training opportunities)

v. Case studies/examples of similar projects

vi. Recommendations

Evaluation Criteria

Proposals will be evaluated on the following criteria:

A. Experience and Performance References from Previous Projects

Responders shall list previous and/or current experience with feasibility studies and market demand analyses for arts/artisan-related projects, including reference contacts and phone numbers.

B. Qualifications and Availability of the Specific Individuals to Provide Services:

Responders shall provide resumes of each individual and/or team member assigned to this project. Availability of each individual or team member is critical given the timeline of the project and funding.

C. Proximity to the Project:

Responders should be located within a reasonable travel time of Martinsville, Virginia. The City believes that quick response time, frequency of inspection visits, availability for management team meetings, and knowledge of the project area are vital to quality control.

Selection Process

The CITY expects to choose a firm promptly and intends to begin the contracted services as soon as possible. The CITY and Uptown Partnership reserves the right to award additional work to the individual(s) and/or firm(s) chosen to undertake the study. In addition, the CITY reserves the right to negotiate contract terms with the successful firm(s) for items/services other than those specifically stated in this RFP in the best interest of the CITY and agreed to by the contractor.

Timeline

The project management team expects to award a contract immediately. The anticipated time frame for completing the study is two months, which will require that the firm(s) is able to begin work promptly.

Proposal Submittal Requirements

Responders shall submit 5 hard copies and 1 electronic copy of the proposal to the address listed on page one. The submittal shall address each of the evaluation criteria listed above. Each responder is cautioned not to submit responses in any other manner than that listed above. Any contact or submittal that does not follow the above instructions will be rejected. Proposals should be prepared simply and economically, providing a straightforward, concise description of the responder's ability to meet the requirements of the RFP, keeping the submittal to a **maximum** of twenty (10) sheets, (no more than 20 two-sided pages) in length, **excluding** cover letter, proposal cover, table of contents, and required proposal attachments, if any. Emphasis should be on completeness and clarity of content.

The City of Martinsville is an Equal Opportunity Employer and will not discriminate on the basis of race, color, religion, sex, national origin, age, or handicap. Minority and female-owned firms are encouraged to participate. The City reserves the right to reject any or all proposals and to conduct business with the most responsive responder in the best interest of the City.

Offers shall comply with the following:

- The President's Executive Summary Order # 11246 prohibiting discrimination in Employment regarding race, color, creed, sex or national origin
- The President's Executive Order # 12138 and # 11625 regarding utilization of MBE/WBE firms
- The Civil Rights Act of 1964
- The Americans with Disabilities Act of 1990
- The Age Discrimination and Employment Act

Offerers must certify that they do not and will not maintain or provide for their employees any facilities that are segregated on the basis of race, color, creed or national origin.

GENERAL TERMS AND CONDITIONS

The Contract for Services ("Contract" or "Agreement") with the successful Offeror will contain the following Terms and Conditions. Offerors taking exception to these terms and conditions or intending to propose additional or alternative language must (a) identify with specificity the City of Martinsville Terms and Conditions to which they take exception or seek to amend or replace; and (b) include any additional or different language with their proposal. Failure to both identify with specificity those Terms and Conditions the Offeror takes exception to or seeks to amend or replace, as well as to provide Offeror's additional or alternate Contract terms may result in rejection of the proposal.

A. Independent Successful Firm

The Consultant is an independent firm and nothing contained in a subsequent Contract shall constitute or designate such firm or any of its agents or employees of the City of Martinsville.

B. Notification

Any notice required by the Contract shall be effective if given by registered mail, return receipt requested, to the Consultant in the name and at the address given in its proposal submission; provided that change of address shall be effective if given in accordance with this paragraph. Unless otherwise specified, any notice to THE CITY shall be given to the City of Martinsville, c/o Zach Morris, Purchasing Manager, 990 Fishel Street, Martinsville, VA 24112. The Consultant agrees to notify THE CITY immediately of any change of legal status or of address. Any notice provided in accordance with this paragraph shall be deemed to have been completed five calendar days after the date of mailing.

C. Cooperative Procurement

As authorized in § 2.2-4304 of the Code of Virginia, this procurement is being conducted on behalf of and may be used by public bodies, agencies, institutions and localities of the several states, territories of the United States, and the District of Columbia with the consent of the Consultant.

D. Termination

Subject to the provisions below, the Contract may be terminated by THE CITY upon thirty (30) days advance written notice to the Consultant; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of THE CITY until said work or services are completed and accepted. All information and materials gathered and/or prepared by or for it under the terms of the Contract shall be delivered to, become and remain the property of THE CITY. THE CITY shall have the right to use and reproduce the data and reports submitted hereunder, without additional compensation to the Consultant.

1. Termination for Convenience: THE CITY may terminate this Contract for convenience at any time in which case the parties shall negotiate reasonable termination costs.

2. Termination for Cause: In the event of Termination for Cause, the thirty (30) days advance notice is waived, and the Consultant shall not be entitled to termination costs.

3. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent

permitted by law, the Consultant shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

E. Laws and Regulations

1. The Successful firm shall abide by all Federal, State and Local laws and regulations governing the provision of the services called for in the Contract. The Successful firm shall give notice and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work.

2. By entering this Contract, the Consultant certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

3. This Contract shall be governed and construed in all respects by its terms and by the laws of the Commonwealth of Virginia. Any legal proceedings arising out of or related to this Contract shall be filed by the parties in the General District Court or Circuit Court of Martinsville, Virginia.

F. Additional Services

THE CITY may add to the Scope of Services any services of a similar nature to those specified in the Scope of Services of this Request for Proposals as mutually agreed to at a price mutually agreed upon.

G. Severability

Each paragraph and provision of the Contract will be severable from the entire Contract and if any provision is declared invalid, the remaining provisions shall remain in effect.

H. Licenses and Permits

If required, the successful firm shall secure and pay for all applicable permits, governmental fees and licenses necessary for the proper execution and completion of the work as may be legally required prior to and during the work.

I. Nondiscrimination

1. The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Consultant. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

2. The Consultant, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, will state that Consultant is an equal opportunity employer.

3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

4. The Consultant will include the provisions of the foregoing paragraphs 1, 2 and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontracted firm or vendor.

J. Payments to Successful Firms

Payments to the Consultant shall be made within 30 days after receipt of an approved invoice for services provided in the previous month. Backup documentation for each invoice shall be provided in detail satisfactory to THE CITY. The Consultant's records and documentation supporting such invoices shall be made available to THE CITY upon reasonable request. The Consultant agrees to retain all records, documents and support materials relevant to the Contract for a period of five years following final payment. Invoices must be prepared in formats as may be required by funding agencies.

K. Consultants Payments to Subcontractors

In accordance with Virginia Code Section 2.2-4354 the Consultant agrees that, should any subcontractor be employed by the Consultant for the provision of any goods or services under this Contract, the Consultant agrees to the following:

1. The Consultant shall, within sixty (60) days after receipt of any payments from THE CITY pursuant to this Contract, either:

(a) Pay the subcontractor for the proportionate share of the total payment received from THE CITY attributable to the goods or services provided by the subcontractor; or
(b) Notify THE CITY, as applicable, and the subcontractor, in writing, of the intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. Written notice to THE CITY shall be given to: City of Martinsville, c/o Zach Morris, Purchasing Manager, 990 Fishel Street, Martinsville, VA 24112.

2. The Consultant's obligation to pay an interest charge to a subcontractor shall not be an obligation of THE CITY.

3. No Contract modification shall be allowed for the purpose of providing reimbursement for these interest charges. No cost reimbursement claim shall include any amount for reimbursement of these interest charges.

L. Contractual Claims

1. Any claims by a contractor or anyone claiming on the contractor's behalf against THE CITY arising under or relating to a Contract shall be resolved by the laws of the Commonwealth of Virginia.
2. The contractor shall give THE CITY written notice of any claim within ten (10) days of the beginning of the occurrence of the event leading to the claim being made. The written notice shall be a document from the contractor addressed to THE CITY or the person designated by the Contract to receive such notice. The written notice shall clearly state the contractor's intention to make a claim, shall describe the occurrence involved, and shall be transmitted in a manner to ensure receipt by THE CITY. The contractor shall submit the claim and any supporting data to THE CITY within thirty (30) days after the occurrence giving rise to the claim ends. The burden shall be on the contractor to substantiate that it has given written notice and submitted its claim in accordance with this provision.

M. Taxes

The Consultant shall pay all applicable local, State and Federal taxes required by law enacted at the time proposals are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the Contract price as the taxes shall be an obligation of the Consultant and not of THE CITY, and THE CITY shall be held harmless for same by the Consultant.

N. Contract Assignment

The Contract may not be assigned, in whole or part, without the written consent of THE CITY. The rights and obligations of the Consultant are personal and may be performed only by the Consultant. Any purported assignment that does not comply with this provision is void. This Contract is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

O. Royalty and License Fees and Copyright, Trademark and Patent Protection

The Successful firm shall pay all royalty and license fees relating to the items covered by the Contract. In the event any third party shall claim that the manufacture, use and sales of these goods offered hereby constitutes an infringement of any copyright, trademark, or patent, the Offeror shall indemnify and hold harmless THE CITY from any cost, expense, damage or loss incurred in any manner by THE CITY on account of such alleged infringement.

P. Precedence of Documents

The precedence of documents shall be as follows: the Contract, the Request for Proposals and the Offeror's response to the Request for Proposals.

Q. Insurance

The Consultant shall be required to maintain in force such insurance, in amounts acceptable to THE CITY, as will protect it and THE CITY from claims which may arise out of or result from the execution of the work, whether such execution be by the firm, its employees, agents, subcontractors or by anyone for whose acts any of them may be liable. This coverage should include, at a minimum, Worker's Compensation and General Liability (including premises/operations, independent successful firms, products and completed operations, contractual liability and personal injury liability). All insurance shall be provided by companies authorized to conduct business in the Commonwealth. The Consultant shall furnish THE CITY with an original Certificate of Insurance upon request. The Certificate should name THE CITY as additional insured under their General Liability coverage. The Consultant shall notify THE CITY at least 30 days prior to policy cancellation, non-renewal or reduction of coverage.

R. Administrative Appeals Procedure

1. The following are the exclusive procedures for a bidder or offeror to protest THE CITY's award or decision to award a contract.

(a) Any protest to award a contract shall be in writing and shall be delivered so that it is received by THE CITY not later than five (5) business days after announcement of the award or decision to award, whichever comes first. Otherwise any such protest shall be deemed to be waived.

(b) Protest of award or decision to award a contract may only be made by a person who submitted a bid or proposal for the procurement at issue and who was reasonably likely to have its proposal accepted but for THE CITY's decision.

(c) Protests shall only be granted if (1) the protester has complied fully with the requirements of the Request for Proposals and there has been a violation of law, the Virginia Public Procurement Act, or mandatory terms of the solicitation that clearly prejudiced the protestor in a material way, or (2) a statute requires voiding of the decision.

(d) THE CITY shall issue a written decision on a protest within ten (10) days of its receipt by THE CITY.

(e) If the protest is denied, the protestor may only appeal the denial or otherwise contest or challenge procurement by then filing suit in the Circuit Court of Martinsville, Virginia, and serving THE CITY with such suit within ten (10) days of such denial. Otherwise, THE CITY's decision shall be final and conclusive, and the protester's right to appeal the denial or to otherwise contest or challenge the procurement shall be deemed to be waived.

(f) THE CITY should defer award of a contract where the decision to award has been protested unless there is a written determination by THE CITY that proceeding without delay is necessary to protect the public interest or unless the bid or offer of the prospective awardee would expire.

(g) The validity of a contract awarded and accepted in good faith shall not be affected by the fact that a protest or appeal is filed.

(h) The exclusive relief allowed if a protest is granted is to void the decision being protested. If a contract has already been awarded and performance under the contract has begun, the contract

need not be voided if not in the public interest to do so. Under no circumstances will any monetary amount be allowed to the protestor as part of any relief granted.

(i) Strictly following these procedures shall be a mandatory prerequisite for protest of THE CITY's award or decision to award a contract. Failure by an Offerer to follow these procedures strictly shall preclude that Offerer's protest and be deemed to constitute a waiver of any protest.

2. A protest may not be based upon the alleged non-responsibility of a person to whom THE CITY awards or makes a decision to award a contract.

S. Drug Free Workplace

1. In accordance with Sec 2.2-4312 of the Virginia Code, during the performance of this Contract, the Consultant agrees to the following:

- (a) Provide a drug-free workplace for the consultant's employees;
- (b) Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Consultant's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (c) State in all solicitations or advertisements for employees placed by or on behalf of the consultant that such consultant maintains a drug-free workplace; and
- (d) Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each sub-Consultant or vendor.

2. Successful firm shall not use, possess, manufacture, or distribute alcohol or illegal drugs during the performance of the Contract or while on THE CITY premises or distribute it to CITY employees.

3. Successful firm understands that a violation of these prohibitions constitutes a breach of the Contract and that THE CITY has the right cancel the Contract.

4. For the purpose of this section, "Drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a firm, the employees of which are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

T. Certification by Consultant as to Felony Convictions

No one with a felony conviction may be employed under this Contract and by the signature of its authorized official on the response to this solicitation, the Consultant certifies that neither the contracting official nor any of the Consultant's employees, agents or subcontractors who will

work under this Contract have been convicted of a felony.

U. Confidentiality

1. Consultant Confidentiality:

(a) The Consultant acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to THE CITY. Therefore, except as required by law, the Consultant agrees that its employees will not:

(1) Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Contract.

(2) Access or attempt to access information beyond their stated authorization.

(3) Disclose to any other person or allow any other person access to any information related to THE CITY or any of its facilities or any other user of this Contract that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and/or other transmission or sharing of data.

(b) The Consultant understands that THE CITY, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that THE CITY may seek legal remedies available to it should such disclosure occur. Further, the Consultant understands that violations of this provision may result in Contract termination.

(c) The Consultant further understands that information and data obtained during the performance of this Contract shall be considered confidential, during and following the term of this Contract, and will not be divulged without THE CITY's written consent and then only in strict accordance with prevailing laws. The Consultant shall hold all information provided by THE CITY as proprietary and confidential and shall make no unauthorized reproduction or distribution of such material.

2. City Confidentiality:

THE CITY understands that certain information provided by the Consultant during the performance of this Contract may also contain confidential or proprietary information. Consultant acknowledges that this Contract and public records (as defined by §2.2-3701 of the Virginia Freedom of Information Act) provided pursuant to this Contract are subject to the Virginia Freedom of Information Act §§2.2-3700, et seq., and the Virginia Public Procurement Act §2.2-4342 of the Code of Virginia.

V. Potential Conflicts of Interest

The Consultant shall devote such part of its time as is reasonably necessary to the operations outlined under the Contract. The Consultant may engage in business ventures of a nature and description independent of this Contract with THE CITY. The Consultant is required to disclose immediately any outside activities or interests, as they arise, that conflict or suggest a potential conflict with the declared or stated interests of THE CITY. The Consultant is required to disclose all local government clients and must attest that work for those clients will not conflict with the

interests of THE CITY. THE CITY reserves the right to object to such attestations. If such objections arise, the parties will agree to the best course of action to resolve the conflict or potential conflict.

W. Ethical and Professional Standards

The Consultant shall conduct all transactions under this Contract in good faith. The Consultant will employ high ethical and professional standards at all times. Failure to do so could result in termination of the Contract for cause or convenience.